

**ARTICLE VI  
ARCHITECTURAL AND LANDSCAPING CONTROL**

Section 1. General. It is the intent that this shall be a Planned Unit Development where the architectural style, shapes, and exterior building colors and materials, and landscaping shall be similar in nature and compatible throughout the Development and shall be strictly controlled by the Declarant. After the initial construction of the entire Development has been completed by Declarant, said architectural control shall be the responsibility and authority of the Association, as further described herein. This architectural control will extend to the exterior of buildings and structures, fences, streets, driveways, walks, landscaping and other elements of the Development visible from the Common Area and public streets and will substantially limit the improvements and/or changes that any Owner can make to his/her Lot.

Section 2. Architectural Control. No building, fence, wall or other structure, or landscaping shall be constructed, installed or erected upon any Lot after purchase of that said Lot from Declarant, nor shall any exterior addition, change or alteration therein be made unless the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Managers of the Association or by an architectural committee composed of 3 or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and locations within 30 days after receiving said written request, including said plans and specifications, approval will not be required; and this Article will be deemed to have been fully complied with.

Section 3. Basic Architectural & Design Requirements.

- a. Dwelling Area: No dwelling shall be constructed which, exclusive of basements below garden level, porches, patios, garages and any attached accessory building has a gross livable area of less than 900 square feet if a single-story dwelling, 1,100 square feet if a two-story dwelling, 1,200 square feet if a bi-level, tri-level or 4 level dwelling;
- b. All construction shall conform to the following requirements:
  1. The minimum roof pitch shall be 4/12 with a shingle style roof;
  2. Siding must be hardboard, wood, vinyl, cementuous or stucco;
  3. Front elevations of homes must have accents around windows and doors, such as shutters, trim or other details;
  4. Windows on the front elevation shall have grids;
  5. All homes shall have a minimum of a 1 car attached garage;

6. All homes shall have a concrete or asphalt driveway from the street to the garage;
7. All homes shall have a concrete service walk from the driveway to a wood or concrete front porch;
8. Front porches shall be a minimum of 4' deep and a minimum of 20 square feet in size;
9. Wing fencing from the home to the side property lines shall be constructed;
10. All fences shall be vinyl or wood between 4' and 6' tall and shall not protrude past the front corners of the home. Fences on corner lots may have additional setback requirements and shall not be installed prior to approval by the Board or its designated committee;
11. Front yard landscaping is required to be installed by the builder prior to initial occupancy, weather permitting. The front yard landscaping shall include at a minimum: sod, rock or other hard surface around the foundation, 3 each shrubs and one each 1 1/2" caliper tree;
12. Exterior paint, masonry and shingle colors must be approved by the Board or its designated committee. Colors shall be earth tones;
13. Factory built homes shall not be permitted to be placed on any Lot;
14. Height restrictions: No structure shall be constructed on any Lot which is more than two (2) stories in height, excluding walkout basements;
15. Applicable federal, state and local Building Code requirements may be more restrictive than certain of the requirements of these Covenants; all construction shall be in compliance with such applicable codes and requirements.

Section 4. Landscaping, Fencing & Drainage. No Owner shall change or alter the landscaping or fencing on his/her Lot without similarly submitting a written request, including plans and specifications, to the Board of Managers or the architectural committee. Per procedures described in the Article VI Section 2 above, said Board or architectural committee shall have 30 days to approve or disapprove said request. Any approved change or addition to landscaping shall be made at the sole expense of the Owner requesting said change. No blinds, partitions, walls, fences, patio covers or structures in excess of six feet in height shall be constructed on patios other than those constructed by the Declarant,

unless said blinds, partitions, walls, fences, patio covers or structures have been approved by the Board or the architectural committee in accordance with this Article. The general grading and drainage scheme, as constructed by Declarant, over and across said Lots shall not be altered.

Section 5. Changes to Architectural Control Regulations. The Association shall not by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural control or the exterior appearance of Units, the exterior maintenance of Units, or the upkeep of lawns and plantings unless at least two-thirds of the Owners have given their prior written approval.

Section 6. Appointment of Architectural Committee. Declarant shall initially appoint the Architectural Committee consisting of not less than 3 persons who shall remain in office until Declarant relinquishes control of the Association. From and after such event, the Architectural Committee shall be composed of the Board of the Association or by 3 or more representatives appointed by the Board who need not be members of the Association. X

Section 7. Enforcement. The Association, or any Owner shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.